

USEPA SF



1256688

12-3-104  
8-24-97

AFTER RECORDING MAIL TO:  
RICHARD J. BUHLER  
CUBE COVE NO. 2  
JUNEAU, AK 99850-0360

Filed for Record at Request of  
Des Moines Escrow, Inc.  
Escrow Number: 1220

**Statutory Warranty Deed**

Grantor(s): ELMER M. MATSON, JR., ELDRED E. MATSON  
Grantee(s): SILVER BAY LOGGING, INC., AN ALASKA CORPORATION  
Abbreviated Legal: Lot 27-28, Block 24, FIRST ADDITION TO RIVER PARK, as per  
Plat recorded in Volume 8 of Plats, Page 65 inclusive, records of KING  
County, WA  
Additional legal(s) on page:  
Assessor's Tax Parcel Number(s): 732790-2500-03

9709031229

THE GRANTOR ELMER M. MATSON, JR. and ELDRED E. MATSON, both married  
individuals as their sole and separate estates  
for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION  
in hand paid, conveys and warrants to ~~RICHARD J. BUHLER, JR. and BETTY J. BUHLER, JR.~~  
~~XXXXXX~~ SILVER BAY LOGGING, INC., AN ALASKA CORPORATION  
the following described real estate, situated in the County of KING, State of Washington:  
LOTS 27 AND 28, BLOCK 24, FIRST ADDITION TO RIVER PARK, ACCORDING TO THE  
PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 41, IN KING COUNTY,  
WASHINGTON.

FILED BY PNWT  
317915.2

Dated this 24th day of August, 1997

By Elmer M. Matson, Jr. By \_\_\_\_\_  
ELMER M. MATSON, JR.

By Eldred E. Matson By \_\_\_\_\_  
ELDRED E. MATSON

STATE OF WASHINGTON }  
County of KING } SS:

I certify that I know or have satisfactory evidence that ELMER M. MATSON, JR. AND ELDRED  
MATSON  
are the person s who appeared before me, and said person s acknowledged that they  
signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes  
mentioned in this instrument.

Dated: August 24  
July 25, 1997

SUSAN M. BERRY  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 4-23-00

Susan M. Berry  
SUSAN M. BERRY  
Notary Public in and for the State of WASHINGTON  
Residing at REDONDO  
My appointment expires: 4/23/00

970903-1229 03:44:00 PM KING COUNTY RECORDS 001 116

POLICY OF TITLE INSURANCE ISSUED BY

**PACIFIC NORTHWEST TITLE INSURANCE COMPANY, INC.**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, PACIFIC NORTHWEST TITLE INSURANCE COMPANY, INC., a Washington corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Pacific Northwest Title Insurance Company, Inc. has caused this policy to be signed and sealed by its duly authorized officers as of the Date of Policy shown in Schedule A.

  
**PACIFIC NORTHWEST TITLE**  
Insurance Company, Inc.



President

Countersigned by

Authorized Signatory

Company

**PACIFIC NORTHWEST TITLE INSURANCE COMPANY, INC.**  
**Seattle, Washington**

City, State

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**0-1093- 19885**

Standard Coverage

PACIFIC NORTHWEST TITLE INSURANCE COMPANY, INC.  
A.L.T.A. OWNER'S POLICY

SCHEDULE A

Order No.: 317915

Policy No.: 1093-19885

Policy Date: September 3, 1997  
at 3:44 p.m.

Policy Amount: \$185,000.00

1. Name of Insured:

SILVER BAY LOGGINGS, INC., an Alaska Corporation

2. The estate or interest in the land described herein and which is covered by this Policy is:

FEE SIMPLE

3. The estate or interest referred to herein is at date of Policy vested in:

SILVER BAY LOGGINGS, INC., an Alaska Corporation

4. The land referred to in this Policy is described as follows:

Lots 27 and 28, Block 24, First Addition to River Park, according to the plat thereof recorded in Volume 8 of Plats, page 65, in King County, Washington.

Standard Coverage

PACIFIC NORTHWEST TITLE INSURANCE COMPANY, INC.  
A.L.T.A. OWNER'S POLICY

SCHEDULE B

Policy No.: 1093-19885

This policy does not insure against loss or damage by reason of the following:

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public record.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records, or liens under the Workmen's Compensation Act not shown by the public records.
5. Any title or rights asserted by anyone including but not limited to persons corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or sound, or lands beyond the line of the harbor lines as established or changed by the United States Government.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. Any service, installation, connection, maintenance, capacity, or construction charges for sewer, water, electricity or garbage removal.
9. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes.

SPECIAL EXCEPTIONS:

As on Schedule B, attached.

(continued)

A.L.T.A. OWNER'S POLICY

SCHEDULE B

Page 2

SPECIAL EXCEPTIONS:

1. Unrecorded leaseholds, if any; rights of vendors and holders of security interests on personal property installed upon said property and rights of tenants to remove trade fixtures at the expiration of the term.

END OF SCHEDULE B

HOMEOWNER'S INFLATION PROTECTION ENDORSEMENT ATTACHED TO POLICY  
SERIAL NUMBER 1093-19885 ISSUED BY  
PACIFIC NORTHWEST TITLE INSURANCE COMPANY, INC.

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustment in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose of this Endorsement, to 12:01 a.m. on the first January 1 which occurs more than six months after the date of Policy, as shown in Schedule A of the Policy to which the Endorsement is attached, and on each succeeding January 1.
3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said policy (as said amount may have been increased theretofore under the terms of this Endorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding extends such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

PROVIDED, HOWEVER, this Endorsement shall be effective only if one of the following conditions exists at Date of Policy:

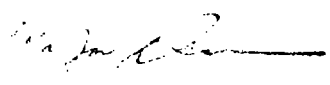
- a. The land described in this Policy is a parcel on which there is only a one-to-four family residential structure, including all improvements on the land related to residential use, in which the Insured Owner resides or intends to reside; or,
- b. The land consists of a residential condominium unit, together with common elements appurtenant thereto and related to residential use thereof, in which the Insured Owner resides or intends to reside.

This Endorsement is made a part of the Policy or Commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modified any of the terms and provisions of the Policy or Commitment and prior endorsements, if any, nor does it extend the effective date of the Policy or Commitment and prior endorsements or increase the face amount thereof.

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Issued by:  
Pacific Northwest Title Company  
of Washington, Inc.  
1201 Third Avenue, Suite 3800  
Seattle, Washington 98101  
(206) 622-1040

PACIFIC NORTHWEST TITLE INSURANCE COMPANY, INC.  
Countersigned

  
\_\_\_\_\_  
Authorized Signatory

NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.  
Inflation Endorsement

HOMEOWNERS

ENDORSEMENT ATTACHED TO AND MADE A PART OF POLICY OF  
TITLE INSURANCE SERIAL NUMBER 1093-19885 ISSUED BY  
PACIFIC NORTHWEST TITLE INSURANCE COMPANY, INC.

Herein called the Company


1. This Endorsement shall be effective only if at date of Policy there is located on the land a structure designed for and used as a residence of not more than four families. The Term "structure" includes the principal dwelling structure on the land and all other improvements related to residential use, except lawns, shrubbery or lawns, shrubbery or trees and except perimeter fences and perimeter walls.
2. The Company insures the Insured, as of date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which Company may become obligated to pay hereunder, sustained or incurred by said Insured by reason of:
  - a. The existence of any of the following matters:
    - (1) Lack of a right of access from the land to a public street;
    - (2) Taxes or assessments that are not excepted from the coverage of this Policy in Schedule B;
    - (3) Unrecorded statutory liens for labor or material arising from a work of improvement on the land completed at date of Policy, except liens arising from a work of improvement for which the Insured has agreed to pay or for which the Insured, at date of Policy, knows payment has not been made.
  - b. The enforced removal of said structure or the interference with the use thereof for ordinary residential purposes based upon the existence of:
    - (1) The encroachment of said structure onto adjoining lands or onto any easement referred to in Schedule B or onto any unrecorded subsurface easement;
    - (2) The violation of any enforceable covenants, conditions and restrictions;
    - (3) The violation of any zoning ordinance, but this Endorsement does not insure compliance with building codes, housing codes or other exercise of governmental police power.
  - c. Damage to said structure resulting from the exercise of any right to use the surface of the land for the extraction or development of minerals.

This Endorsement is made a part of said Policy and is subject to the Schedule, Conditions and Stipulations thereof except that General Exceptions paragraphs 2, 3, 4 and 7 of Schedule B shall not limit or exclude the insurance otherwise provided by this Endorsement.

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

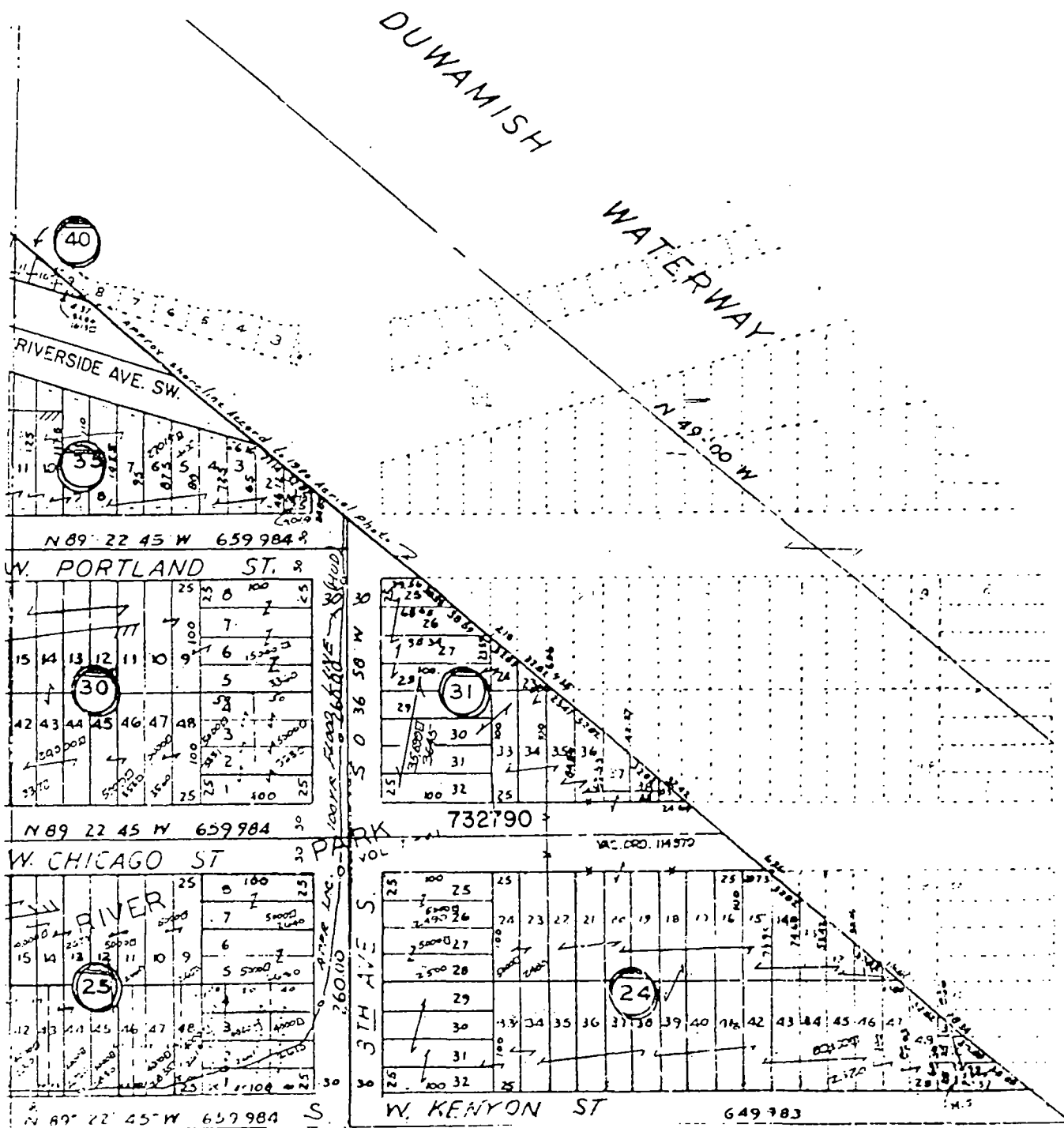
Issued by:  
Pacific Northwest Title Company  
of Washington, Inc.  
1201 Third Avenue, Suite 3800  
Seattle, Washington 98101  
(206) 622-1040

PACIFIC NORTHWEST TITLE INSURANCE COMPANY, INC.  
Countersigned

  
\_\_\_\_\_  
Authorized Signatory

Homeowners Endorsement





PACIFIC NORTHWEST TITLE COMPANY

Formerly Stewart Title Company

Order No. 317915

IMPORTANT: This is not a Plat of Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

NORTH



SOUTH

10-27-97

Dick-

I have been out of town since October 4. The decommission certificate verifying that the oil tank had been removed from 7808-8th Ave. S. Arrived in the meantime.

Enclosed find copies for you.

If you have any questions about the property please call.

Regards,

Elmer Matson

206-932-4771

# OIL TANK DECOMMISSION CERTIFICATE

A & H DECK & REMODEL and ELMER MATSON JR -  
agree to the following terms and conditions:

A & H DECK & REMODEL will abandon the unused underground  
heating oil tank located at 1808 8TH AVE - S.

A & H DECK & REMODEL will pump out and remove all existing  
fluids in the tank. The \_\_\_\_\_ will then be filled with an inert  
substance as recommend by the Washington State department of  
Ecology. In the event that the tank site should contain any  
contaminates of any kind, additional services and charges may  
be required to treat/dispose of found contaminants. In addition,  
A & H DECK & REMODEL is not liable for underground conditions  
at this time or any time in the future. Furthermore, A & H DECK  
& REMODEL will make all means to leave your site as close as  
possible to its original condition. The above services will cost  
\$1950- + 8.2% Sales Tax \$150.50 and applicable permit fees  
(if required) \$50.00 for a total sum of \$1950.00 that is to  
be paid upon completion of the service. The signatures below  
indicate that the signee and A & H DECK & REMODEL have entered  
into a binding agreement with an understanding and agreement  
to the terms and conditions specified above.

\_\_\_\_\_ 19-16-97  
CUSTOMER DATE

\_\_\_\_\_ 19-16-97  
A & H DECK & REMODEL DATE

A & H DECK & REMODEL has completed TANK REMOVED -  
cited above and certifies that the oil tank mentioned in the  
above site has been properly abandoned.

\_\_\_\_\_ 19-18-97  
A & H DECK & REMODEL DATE

NOTARY \_\_\_\_\_  
COUNTY King  
COMM. EXP. 4-30-98

15858 25TH AVE NE SEATTLE, WA 98155  
365-0291/364-0707 LIC# AHDECR074D3

OWNER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY/ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_  
CLOSING DATE \_\_\_\_\_

AGENT \_\_\_\_\_  
COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE \_\_\_\_\_  
ESCROW \_\_\_\_\_

## Seattle Fire Department

## Heating Oil Tank Decommissioning Permit Application

Fee: \$50.00 Permit Code: 6103



## Application Information (please print)

NAME OF PROPERTY OWNER

ELMER M. MATSON - JR.

DAYTIME PHONE

932-4771

I, the property owner, was provided with a copy of the permit conditions and the Seattle Fire Department Information Bulletin No. 962. I understand that no permit will be issued after decommissioning is already done. I also understand that the IFCI-certified Decommissioner noted below will provide me with a copy of the Decommissioning report within 30 days of completion of the decommissioning work.

Signature of Property Owner:

Elmer M. Matson Jr.

Date:

9-16-97

NAME OF PERMIT APPLICANT

A &amp; H Deck &amp; Remodel

FAX

366 0428

MAILING ADDRESS

15858 25TH AV NE

SUITE

CITY

SEA

STATE

WA

98155

ADDRESS OF PROPERTY WHERE TANK IS LOCATED

7808 8TH AVE S. SEA

CITY

SEA

STATE

WASH

98104

NAME AND ADDRESS OF IFCI CERTIFIED DECOMMISSIONER

LYLE E HAMMER # 1015306-26

PHONE NUMBER

364 0707

DATE PUMP AND RINSE WILL TAKE PLACE

9-18-97

DATE CAPPING, FILLING, OR REMOVAL WILL TAKE PLACE

Please include a check for \$50.00 made payable to the CITY OF SEATTLE with this application.

ADVANCE DEPOSIT WITHDRAWAL: Please withdraw from my account \$50 for this application.

Authorized Signature:

Lyle E. Hammer

Printed Name:

LYLE E HAMMER

Permit applications may be submitted in person weekdays from 8:00 a.m. to 4:30 p.m., or mailed to:

Seattle Fire Department  
Fire Marshal's Office-Permits  
301 Second Avenue South  
Seattle, WA 98104-2680

\*Please note: (1) Heating oil tank decommissioning must be accomplished by, or overseen by, a current holder of an IFCI Underground Storage Tank (UST) Decommissioning Certificate on file at the Fire Marshal's Office. (2) If decommissioning work will not be done on the date indicated, you must notify the Fire Marshal's Office in writing (fax) or in person by 9:00 am of the day when the work will actually be performed. Failure to comply with either condition renders the permit invalid and may subject you to criminal liability.

Fire Department Personnel Only

SEATTLE FIRE DEPARTMENT

SEP 18 1997

APPROVED TO PROCEED

P970918-18867

PERMIT NUMBER

DATE RECEIVED

9/17/97

RECEIPT NUMBER

CHECK NO./SFD ACCOUNT NO.

APPROVED BY

Young A-47

# Seattle Fire Department

## Heating Oil Tank Decommissioning Report

Permit Number: P870918-18868



*This report is required to be completed by the current holder of an IFCI UST Decommissioning Certificate who conducted or directly supervised the decommissioning work. A current copy of the certificate must be on file with the Seattle Fire Department Fire Marshal's Office. The IFCI-certified Decommissioner is responsible for providing both the Seattle Fire Department and the property owner with a copy of the Decommissioning Report within 30 days of decommissioning work being completed.*

Decommissioner's Name: Lyle E HAMMER - Firm's Name: Adt Design Perollet

Decommissioner's Mailing Address: 15858 25TH AV NE - SEA 98155

IFCI Underground Storage Tank Decommissioning Certification Number: 101 5306 - 26

Address of Property Where the Tank is Located: 15858 25TH AV NE

Approximate Size of the Tank or Dimensions: 600 gals

Approximate Age of Tank: 40 yrs

Last Known Contents of the Tank: HEATING OIL

Date of Decommissioning: 9-18-97

Type of Decommissioning: ☒ Removal ☐ Abandonment in Place  
☐ Removed and Replaced With a New Tank

If Abandoned, Specify Type of Inert Fill Material or Indicate No Fill:

☐ Concrete Slurry ☒ Sand ☐ Foam

☐ No Fill

☐ Other Inert Material (Specify): \_\_\_\_\_

Decommissioner's Signature: Lyle E Hammer

Seattle Fire Department Fire Prevention Division

City of Seattle, 301 2nd Avenue South, Seattle, WA 98104 (206) 386-1450